## **RECORDATION REQUESTED BY:**

Union Planters Bank NA -Private Banking Branch 6200 Poplar Ave. Memphis, TN 38119 BK 2,136 PG 32 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

## WHEN RECORDED MAIL TO:

Union Planters Bank, National Association 565 Marriott Drive Nashville, TN 37214

SEND TAX NOTICES TO:

KENNETH S ALEXANDER CARLA M ALEXANDER 186 FORKED CREEK PARKWAY Hernando, MS 38632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2000091234 B#2 cc#2304 \$ 11,50

This Modification of Deed of Trust prepared by:

Leigh Ann Brown, Documentation Union Planters Bank NA 565 Marriott Drive Nashville , TN 37214 UIS 744-6192

NOTE TO CHANCERY CLERK: Lot 24, Section It Forked Circle Subdivision 31, T335, R&10, Destroyes

## MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated December 15, 2004, is made and executed between KENNETH S ALEXANDER, whose address is 186 FORKED CREEK PARKWAY, Hernando, MS 38632 and CARLA M ALEXANDER, whose address is 186 FORKED CREEK PARKWAY, Hernando, MS 38632; Husband and Wife ("Grantor") and Union Planters Bank NA, Private Banking Branch, 6200 Poplar Ave., Memphis, TN 38119 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 3, 2004 (the "Deed of Trust") which has been recorded in De Soto County, State of Mississippi, as follows:

Recorded in Book 2121, Page 337 in the Chancery Clerk's Office for DeSoto County, Mississippi.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in De Soto County, State of Mississippi:

See Schedule "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 186 FORKED CREEK PARKWAY, Hernando, MS 38632.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

increase principal balance from \$31,480 to \$41,978. Maturity date extended to December 15, 2014. All other terms and conditions to remain the same. .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 15, 2004.

GRANTOR:

KENNETH'S ALEXANDER

CARLA M ALEXANDER OLLYGINGES

LENDER:

UNION PLANTERS BANK NA

Authorized Officer

Loan No: 002000091234

## MODIFICATION OF DEED OF TRUST (Continued)

BK Z,136 PG 37Page 2

INDIVIDUAL ACKNOWLEDGMENT
STATE OF Lines 1) SS COUNTY OF Shells
<i>l</i> ,
COUNTY OF & heller
Personally appeared before me, the undersigned authority in and for the said County and State, on this
11 P A 1 200 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
ALEXANDER, Husband and Wife, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.
M E JAC
NOTARY PUBLIC TO THE PUBLIC TO
MOTARY WE
My Commission Expires:
5-17-05-
EXP. S. C.
Way co
LENDER ACKNOWLEDGMENT
. 7
STATE OF Vernesser
COUNTY OF ORDER
Personally appeared before me, the undersigned authority in and for the said County and State, on this day of
NATE AT A A A A A A A A A A A A A A A A A
corporation, and as its act and deed, he or she signed, executed and deligned the proposed mentioned on the day and year therein mentioned after first having been duly autore the purpose men
on the day and year therein mentioned after first having been duly author to be and long find integration for the purposes mentioned
NOTARY PUBLIC NOTARY
My Commission Expires:
5-17-nc
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LASER PRO Lending, Ver. 5.24.00.003 Copr. Harland Financial Solutions, Inc., 1987, 2004. All Rights Reserved. - MS J:\CFILPL\G202.FC TR-420576 PR-61

Lot 24, Section "A", Forked Creek Subdivision, located in Section 1, Township 3 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 81, Page 24 in the office of the Chancery Clerk of DeSoto County, Mississippi.

(S10-04-1363A.PFD/S10-04-1363A/6)